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**Hearing Date: September 19, 2008**  
**Hearing Time: 4:00 p.m. EDT**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:	Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC.,	08-13555 (JPM)
<i>et al.</i>	(Jointly Administered)
Debtors.	

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**RESERVATION OF RIGHTS AND OBJECTION OF EMC CORPORATION, ITS  
SUBSIDIARIES AND AFFILIATES TO DEBTORS' MOTION TO APPROVE  
THE SALE OF THE PURCHASED ASSETS AND THE ASSUMPTION AND  
ASSIGNMENT OF CONTRACTS RELATING TO THE PURCHASED ASSETS**

EMC Corporation and its subsidiaries and affiliates including, but not limited, to Documentum, RSA Data Security, Business Edge Solutions, Inc., Softworks, and Microsoft Practices Inc. (collectively, "EMC"), by and through its counsel, Halperin Battaglia Raicht, LLP, as and for its reservation of rights and objection to the above-captioned debtors' (the "Debtors") motion to approve the sale of the Purchased Assets and the assumption and assignment of contracts relating to the Purchased Assets (the "Sale Motion"), respectfully represents as follows:

**OBJECTION**

1. EMC is a party to numerous contracts that the Debtors seek to assume and assign in connection with the Sale Motion (the "Contracts"). On September 19, 2008, the Debtors provided a Notice of Assumption and Assignment of, and Amounts

Necessary to Cure Defaults Under Contracts and Leases to be Assumed and Assigned to Successful Purchaser (the “Notice”) to parties whose contracts may be assumed and assigned. The Notice directs contract parties such as EMC to a website, <http://chapter11.epiqsystems.com/lehman> (the “Website”), that lists whether a contract is proposed for assumption and assignment as of the closing of the sale. In accordance with the Break-up Fee and Competing Bid Order,<sup>1</sup> the Purchaser has sixty (60) days from entry of the Sale Order to assume additional contracts that were designated for potential assumption on the Website.

2. Certain of the Contracts are listed on the Website, and have been designated for assumption. The Cure Amount for the Contracts is currently listed at \$196,588.75 on the Website. Given the complexity of both the Lehman entities and EMC itself, as well as the shortness of the notice period (less than one business day), EMC has not been able to fully reconcile the amounts due and owing to it under the Contracts. However, EMC has already identified no less than \$2,104,600 due and owing under the Contracts, which is the floor amount for EMC’s ultimate Cure Amount under the Contracts. EMC interposes this objection to preserve and protect its rights with respect to all amounts owed to it by the Debtors under the Contract and will endeavor to compile this information expeditiously.

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<sup>1</sup> Capitalized terms used but not defined herein have the meaning ascribed to them in the Notice.

**WHEREFORE**, EMC reserves its rights and objects to the Sale Motion to the extent it seeks entry of an Order binding EMC to a Cure Amount less than \$2,104,600, which amount EMC should be permitted to amend upon a reasonable reconciliation, given the complexity of the contracts and entities involved.

Dated: New York, New York  
September 19, 2008

**HALPERIN BATTAGLIA RAICHT, LLP**  
*Counsel to EMC and its Affiliates and  
Subsidiaries*

By: /s/ Alan D. Halperin  
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